RECENT IMPORTANT DECISIONS

AGENCY—LIABILITY OF PRINCIPAL FOR UNKNOWN DECEIT OF AGENT.—Action of tort for deceit. Hay shipped to the plaintiff was, without negligence, damaged in transportation. The agent of the defendant railway sent notice of arrival of the goods, giving the number of the car and initials as though goods had come through in the car in which they had been shipped; no notice was given of the injury and transfer to another car. The plaintiff paid to the bank the draft accompanying the bill of lading, relying on the notice. On discovering the damaged condition of the hay, he rejected it and brought suit for damages caused by paying the draft. *Held*, that the principal, although it would be liable in contract is not liable for the tort of the agent *in an action of deceit*, without bringing home to the principal knowledge of the fraud. *White* v. *State*, (1902),—N. J. L.—, 52 Atl. Rep. 216

The court cite two English authorities for this view of the question. *Udell* v. *Atherton*, 7 H. and N. 172; *Western Bank of Scotland* v. *Addie*, L. R. 1 Sc. App 146. The following New Jersey cases are also favorable: *Kennedy* v. *McKay*, 43 N. J. Law, 288; *Titus* v. *Cairo R. R. Co.* 46 N. J. L. 393, 420; *Decker* v. *Fredericks*, 47 N. J. L. 469, 1 Atl. Rep. 470; *Marsh* v. *Beecham*, 46 N. J. Eq. 595, 22 Atl. Rep. 128.

The New Jersey rule is exceptional, the weight of anthority in the United States being against it. MECHEM ON AGENCY, § 743 and cases there cited, 101 Ind, 293, 37, Wis. 548 and others; STORY ON AGENCY, § 452. See also *Jeffrey* v. *Bigelow*, 13 Wend. 518, 28 Am. Dec. 476; *Griswold* v. *Gebbie*, 126 Pa. St. 353, *Durst* v. *Burton*, 47 N. Y. 167, 7 Am. Rep. 428.

ACTION—SPLITTING CAUSES OF—INJURY TO PERSON AND PROPERTY.—Plaintiff while riding sustained injuries both to his person and his vehicle through the negligence of the defendant. He brought an action to recover for the injury to his person and later brought another action for the injury to his vehicle. In this last action judgment was obtained and paid. Defendant then by supplemental pleadings interposed this judgment as a bar to the first action and the lower courts held it to be a bar (14 App. Div. Rep. 242). On appeal to the court of appeals; *Held*, that it is not a bar and that both actions may be maintained. *Reilly* v. *Sicilian Asphalt Paving Co.* (1902), 170 N. Y. 40, 62 N. E. Rep. 772, 57 L. R. A. 176.

This judgment reverses that in the case referred to in a previous number, 1 MICH. LAW REV. 74, and puts New York in line with the English holding in *Brunsden* v. *Humphrey*, 14 Q. B. Div. 141. The cases in Massachusetts, Minnesota and Missouri are conceded to be the other way. *Doran* v. *Cohen*, 147 Mass. 342, 17 N. E. 647; *King* v. *Chicago, etc. Ry. Co.*, 80 Minn. 83, 1 MICH. LAW REV. 74; *VonFragstein* v. *Windler*, 2 Mo. App. 598.

ATTORNEY AND CLIENT—JURISDICTION OF EQUITY OVER.—Through an error in the preparation of a decree for divorce no provision for alimony was made. The complainant employed an attorney to have the decree amended so as to provide for alimony; and to institute suits against the husband to secure the payment. The attorney was also given power of attorney to effect a settlement. His fee was to be one-third the alimony recovered, or one-half in case of protracted litigation. After several suits, a settlement was made by the opposing attorneys whereby the husband was to pay to the wife forty thousand dollars. The attorney for the wife retained his share according to